

- C. Provide technical assistance to KDE as needed in order for KDE to properly discharge its responsibilities under Section I of this agreement.
- D. Monitor KDE performance and compliance with applicable state and federal laws and regulations.
- E. Review and approve all submitted claims before federal funds are requested.
- F. Suspend authorization or payment of claims if DMS reasonably believes KDE and the school districts are not in material compliance with the requirements of this agreement or with state and federal laws or regulations that govern the Medicaid program.
- G. Designate a single point of contact for the School Based Administrative Claiming (SBAC) program who is a DMS employee.
- H. Be responsible for receiving, replying to and arranging compliance with any audit by the appropriate state or federal auditor directly related to the provisions of this agreement.
- I. Receive monitoring reports and follow up on discrepancies reported.
- J. Return to CMS the FFP retained by DMS for any overpayment, recoupment, or audit exception.
- K. Review and approve all training materials.
- L. Work with KDE to determine each school district's Medicaid Eligibility Rate.

III. Term of this Agreement.

- A. This Agreement will begin on January 1, 2004 and end on June 30, 2004.
- B. The terms and conditions of this agreement may be amended at any time by mutual agreement of the parties in writing.
- C. It is recognized that changes to this Agreement may be required as a result of Department of Health and Human Services regulatory or program directional changes.
- D. Either party may cancel this agreement at any time for cause or may cancel without cause with thirty(30)-day written notice.
- E. Liabilities and responsibilities shall be contingent upon the availability of Title XIX federal funds and this agreement shall be terminated if such funding ceases to be available. DMS shall have the sole responsibility for determining the availability of federal funds and shall report this determination to KDE in a timely manner.
- F. There will be no transfer of funds under this agreement through June 30, 2004.

AGREEMENT BETWEEN THE DEPARTMENT OF EDUCATION AND THE

(DISTRICT NAME)
SCHOOL DISTRICT
FOR THE PROVISION AND REIMBURSEMENT
OF ADMINISTRATIVE CLAIMING ACTIVITIES

The Kentucky Department of Education (KDE) and the above named school district hereby agree to the principles, terms and effective dates in this agreement. This agreement defines each party's responsibilities for the provision of and reimbursement for Medicaid administrative activities necessary for the efficient and effective implementation of the Title XIX (Medicaid) State Plan. Legal authority for this program is found in HB269 (IX) (15) enacted by the 2003 Kentucky General Assembly. The Department for Medicaid Services (DMS) is the single state agency under Title XIX that has authority for the Medicaid program. DMS has entered into an agreement with the KDE to administer the School-Based Administrative Claiming program.

General Principles

This agreement is based on the following general principles:

- A. The aforementioned parties have a common and concurrent interest in providing Medicaid administrative activities and being reimbursed for the associated costs of providing these activities within parameters established by the Centers for Medicare & Medicaid Services (CMS) and the Kentucky Department for Medicaid Services (DMS), and under a plan approved by CMS.
- B. This agreement is in no way intended to modify the responsibilities or authority previously delegated to the parties.
- C. This agreement is not intended to override or obsolete any other agreements or memorandums of understanding that may already exist between these parties.
- D. Any contractor of the school district involved with administrative claiming activities is bound by the terms of this agreement.
- E. This agreement provides a mechanism for payment of federal funds from CMS and, in no way, creates a requirement for DMS or KDE to reimburse the school district from DMS or KDE state funds.

II. Terms

A. KDE agrees to the following terms:

- 1. KDE will designate an employee to act as a liaison for the Medicaid School-based Administrative Claiming program (SBAC).
- 2. KDE, in coordination with DMS, will develop a list and description of Medicaid reimbursable school-based administrative activities that may be performed by school district employees or contractors. These activities are found in Attachment I of this agreement. A full description of activity codes that must be used for administrative

claiming activity is included in the “Medicaid School-Based Administrative Claiming Guide.” Modifications to the administrative claiming activities will be made through revision of the “Medicaid School-Based Administrative Claiming Guide.”

3. KDE, in coordination with DMS, will notify the school district of any program change that will affect reimbursement.
4. KDE will provide training materials and initial and ongoing training for school districts in the use of CMS approved sampling methodology and financial reporting.
5. KDE will calculate a claim for the school district on a quarterly basis in accordance with CMS approved methodology. KDE will submit the claim to DMS and, upon approval and receipt of funds, will reimburse the school district a minimum of 60 percent of the federal share. This percentage of reimbursement may increase as a result of increased district participation. Any increase in percentage of reimbursement will be reflected by an annual amendment on July 1.
6. KDE will periodically monitor school district records pertaining to the Medicaid School-based Administrative Claiming program.
7. KDE will develop procedures for repayment of funds in the event of an audit exception or disallowance.

B. The school district agrees to the following terms:

1. The school district will designate a coordinator to serve as single point of contact for all communications relating to the SBAC program. The coordinator will attend a SBAC “Coordinators’ Training” and “Train-the-Trainer” session presented by KDE and ongoing training as necessary.
2. The school district or its contractor will comply with the federal cost principles and other administrative requirements found in the Office of Management and Budget’s (OMB) Circular A-87 and the Code of Federal Regulations (CFR), Title 45, Parts 74 and 95.
3. The school district will follow the policies and procedures contained in the “Medicaid School-Based Administrative Claiming Guide.”
4. The school district will submit to KDE a roster of district employees and contractors who have been identified to be routinely providing Medicaid school-based administrative activities and who meet the criteria detailed in the “Medicaid School-Based Administrative Claiming Guide.” These employees will participate in quarterly time studies as outlined in the “Medicaid School-Based Administrative Claiming Guide.” The school district will verify that time study participants have completed the required training prior to their participation.
5. The school district will submit to KDE quarterly cost data and certify that it has made expenditures for school-based administrative activities being claimed.
6. The school district shall maintain and make available upon request by CMS, KDE or DMS all documentation related to the school-based administrative claiming program. Documentation will include personnel rosters, training materials, training schedules, time study participant training sign-in sheets, time study forms and summary and financial information used to determine the district’s expenditures such as payroll and indirect cost information and other documentation as requested.

7. Any repayment of funds due to an audit exception, deferral or denial is the responsibility of the school district, even after withdrawal from the program.

III. Confidentiality

The school district agrees to abide by the statutes and regulations regarding confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164. Any subcontract entered into by the school district as a result of this agreement shall mandate that the subcontractor is required to abide by the same statutes and regulations regarding confidentiality of personal medical records as the school district.

IV. *Effective Date, Changes, Life of this Agreement*

- A. The effective date of this agreement will be the first day of the first quarter during which valid time studies are conducted in the school district and are subject to CMS approval.
- B. Changes may be made to the agreement in the form of amendments and must be signed by all parties.
- C. Changes in the CMS matching percentage or administrative activities eligible for match will not be made via this agreement, but will be through revision of the "Medicaid School-based Administrative Claiming Guide" and effective the date specified by CMS.
- D. This agreement will continue in effect for five years, to be renewed automatically on an annual basis or until terminated by KDE or the school district. Either party may terminate this agreement within thirty days of written notification to the other party.

SIGNATURES:

Superintendent or Authorized Representative

Date

District Name

Jon E. Draud
Commissioner of Education
Kentucky Department of Education

Date

Becky Stoddard, Medicaid Liaison
Kentucky Department of Education
16th Floor Capital Plaza Tower
500 Mero Street
Frankfort, KY 40601
502-564-1979

TN No. 08-010
Supersedes
TN No. None

Approval Date _____

Effective Date: 9/15/08

REAL ESTATE FOR RENT

117 RENTALS

Alexandria Dr.
2BR/BA, 800 sqft
\$500 mo. 800 sqft
Near Hamburg,
2BR/2.5BA
1300 sqft \$800 mo.
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172124

119 APARTMENTS

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645 Winnie St.
Now accepting for
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On-site laundry
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line, convenient
location. Rent
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118 APARTMENTS

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Starting at \$395.
FREE Utilities!
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Horseshoe Motel
\$110-\$140, Cable,
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172879

Studio Efficiency
starting at \$340mo
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lease. Laundry on
site. No pets.
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utilities included.
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1716960

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\$165/wk. + \$135
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1716954

119 APARTMENTS

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1BD \$415-\$425
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Hurry! Release
by Sept 30
BEFORE THESE
RATES EXPIRE!
1719927

1, 2 & 3BR Apts.
Free heat & elec.
Balconies & patios.
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or free 1/2 month!
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1838 MARIETTA
Drive, 1BR, 1 Bath,
\$400/month
1719927

164 LOST & FOUND

LOST: 2 M. Cats. 1
whit & orange, 1
shorthair & new-
born. Delong Rd.
area 859-885-4109
business phone.
1728121

LOST: Prescription
sunglasses,
Cracker Barrel,
off Winchester Rd.
859-231-0593.
REWARD. 172768

LOST GRAY CAT.
Reward \$545
859-312-0521
172716

LOST: Diamond
bracelet at Kohls
Nicholsville or
T.J. Maxx
859-321-8792
172133

LOST Digital
Camera, Samsung,
corner of Green-
leaf & Todds. Re-
ward! 859-381-1525
172554

LOST DOG: black
& tan shepherd-
beagle mix. Last
seen off Clays Mill
Rd. area Lexington.
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172926

166 PERSONALS

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vorce with chil-
dren \$95. With
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dren. Only in Jes-
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more, KY, 40390
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ties. 859-523-3786
172733

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1716925

174 LEGAL NOTICES

NOTICE
K. Limited
Partnership I
through its Gen-
eral Partner,
KRGP Inc., mail-
ing the address PO
Box 32680, Louis-
ville, KY 40201.

INVITATION TO BID

STATE-OWNED REAL PROPERTY

CAPITAL CITY AIRPORT DIVISION

Hanger #402

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Frankfort, Kentucky 40601

FOR LEASE

Sealed bids will be opened at 2:00 p.m. EST, Tuesday, Sep-
tember 23, 2008 at the Division of Real Properties, Depart-
ment of Facilities and Support Services, Bush Building Room
#300, Third Floor, 403 Wapping Street, Frankfort, Kentucky
40601, for the purpose of leasing an aircraft facility consist-
ing of 7,742 sq. ft. of space for aircraft repair and mainte-
nance located at Capital City Airport, 402 Airport Road,
Frankfort, Franklin County, Kentucky. Bid forms and fur-
ther information may be obtained from Wendell Harris,
Property Analyst, 1(877) 243-2823 + (502) 564-9831 Monday-
Friday 8:00 a.m. - 5:00 p.m. (Note: Hearing impaired using
caption telephone. All 21 digits must be dialed at once). Or
by contacting Steve Marozzi, Manager, (502) 564-3714,
Monday-Friday, 8:00 a.m. - 4:30 p.m.

NOTICE TO BIDDERS: If you plan to attend the bid opening
and have a disability that requires accommodation by the
Division of Real Properties, please contact our office by
Monday, September 22, 2008 to permit us to make reason-
able arrangements.

174 LEGAL NOTICES

ROBBENS SILVER
RESTORATION CLINIC
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1211 Manchester St., Lexington, KY 40504
See our SILVER SPECIALIST
for all your silver restoration,
repair and polishing needs!
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174 LEGAL NOTICES

174 LEGAL NOTICES
to be raised
\$1,597.29.
14-2876 JENNA
REST and 728
CORBIN WALK,
08-Cl-0455, Amt.
to be raised each
property \$226,937.40
\$184,000.00, to be
sold separately.
15-313 PURDUE
DRIVE,
08-Cl-0537, Amt.
to be raised
\$107,981.40.
17-48 ALDER-
BROOK WAY,
08-Cl-0598, Amt.
to be raised
\$238,003.14.
18-1656 ATOMA
DRIVE,
08-Cl-1276, Amt.
to be raised
\$126,900.00.
19-3672 ARBOR
DRIVE,
08-Cl-0568, Amt.
to be raised

174 LEGAL NOTICES
to be raised
\$1,597.29.
14-2876 JENNA
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18-1656 ATOMA
DRIVE,
08-Cl-1276, Amt.
to be raised
\$126,900.00.
19-3672 ARBOR
DRIVE,
08-Cl-0568, Amt.
to be raised

COMMONWEALTH OF KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES DEPARTMENT FOR MEDICAID SERVICES

PUBLIC NOTICE

The Cabinet for Health and Family Services (CHFS), De-
partment for Medicaid Services (DMS), in accordance with
42 CFR 447.205, hereby provides public notice of its intent to
revise coverage and reimbursement for direct school-based
health services as follows:

- Revises the definition of school based services provided for
Audiology, Occupational Therapy, Physical Therapy, Psy-
chological, Speech, Nursing Services, Incident Interpreter,
orientation and mobility services, and Respiratory Therapist
to meet the applicable requirements of 42 CFR 440.110;
- Collateral services will no longer be reimbursed under di-
rect school based health services;
- Annual fees are increased on January 1, new fees are 75%
of estimated average charge, and other increases can be
done based on administrative review;
- Services are medically necessary and in accordance with
an Individualized Education Plan (IEP) or Individual Family
Service Plan (IFSP);
- The reimbursement methodology for these school based
services is revised for how rates are increased based on cost
reports, time study, and reconciliation in a format approved
by CMS;
- On an annual basis, each provider will certify through its
cost report its total actual, incurred Medicaid allowable
costs/expensitures, including the federal share and the
nonfederal share. Providers are permitted only to certify
Medicaid-allowable costs and are not permitted to certify
any indirect costs that are outside their unrestricted indirect
cost rate;
- Providers that fail to fully and accurately complete Medic-
aid cost reports within the time period specified by the De-
partment for Medicaid Services or that fail to furnish re-
quired documentation and disclosures for Medicaid cost
reports required under this Plan within the time period
specified by the Division, may be subject to penalties for
non-compliance. A 20% withhold of Medicaid payments will
be imposed upon the delinquent provider 30 days after the
Medicaid cost report filing deadline; and

In addition, the Cabinet for Health and Family Services
(CHFS), Department for Medicaid Services (DMS), in
accordance with 42 CFR 447.205, hereby provides public
notice of its intent to include reimbursement for
school-based administrative claiming in Kentucky's Title
XIX State Plan. School-based administrative claiming is a
federally funded program that allows schools to be

methodology which would result in an adjustment, the CMS-approved time study methodology will be applied retrospectively to any prior period costs and/or claims;

●The Department for Medicaid Services (DMS) has an interagency agreement with KDE to oversee administration of SBAC. DMS oversight includes claims, issuing financial policy, and review of KDE monitoring efforts;

●The purpose of the Random Moment Time Study is to provide a statistically valid means to (1) identify the proportion of administrative time allowable and reimbursable under the SBAC program and (2) identify the proportion of direct service time allowable and reimbursable under Medicaid to be used for Direct Service or Fee for Service (FFS) cost reporting to enable the state of Kentucky to conduct a cost settlement at the end of each state fiscal year for the FFS program;

Effective September 13, 2008, DMS is modifying school-based direct services. These adjustments are being made to be in compliance with a final report issued by the Centers for Medicare and Medicaid Services (CMS) on January 25, 2008.

These school-based modifications are necessary due to the final report and deferral of both direct services. The fiscal impact of these changes is estimated to be an estimated annual savings of \$300,000.

Public Comment

A copy of this notice is available for public review at the address listed below. Comments or inquiries may be submitted in writing within thirty (30) days to:

Elizabeth A. Johnson, Commissioner
Department for Medicaid Services, 6th Floor
275 E. Main Street
Frankfort, Kentucky 40621

1727402

COMMONWEALTH OF KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES DEPARTMENT FOR MEDICAID SERVICES

PUBLIC NOTICE

The Cabinet for Health and Family Services (CHFS), Department for Medicaid Services (DMS), in accordance with 42 CFR 447.205, hereby provides public notice of its intent to revise coverage and reimbursement for direct school-based health services as follows:

●Revises the definition of school based services provided for Audiology, Occupational Therapy, Physical Therapy, Psychological, Speech, Nursing services, incidental interpreter, orientation and mobility services, and Respiratory Therapist to meet the applicable requirements of 42 CFR 440.110;

●Collateral services will no longer be reimbursed under direct school based health services;

●Annual fees are increased on January 1, new fees are 75% of estimated average charge, and other increases can be done based on administrative review;

●Services are medically necessary and in accordance with an Individualized Education Plan (IEP) or Individual Family Service Plan (IFSP);

●The reimbursement methodology for these school based services is revised for how rates are increased based on cost reports, time study, and reconciliation in a format approved by CMS;

●On an annual basis, each provider will certify through its cost report its total actual, incurred Medicaid allowable costs/expenditures, including the federal share and the nonfederal share. Providers are permitted only to certify Medicaid-allowable costs and are not permitted to certify any indirect costs that are outside their unrestricted indirect cost rate;

●Providers that fail to fully and accurately complete Medicaid cost reports within the time period specified by the Department for Medicaid Services or that fail to furnish required documentation and disclosures for Medicaid cost reports required under this Plan within the time period specified by the Division, may be subject to penalties for non-compliance. A 20% withhold of Medicaid payments will be imposed upon the delinquent provider 30 days after the Medicaid cost report filing deadline; and

In addition, the Cabinet for Health and Family Services (CHFS), Department for Medicaid Services (DMS), in accordance with 42 CFR 447.205, hereby provides public notice of its intent to include reimbursement for school-based administrative claiming in Kentucky's Title XIX State Plan. School-based administrative claiming is a federally funded program that allows schools to be reimbursed for some of their costs associated with coordinating school-based health services and providing Medicaid outreach activities. Reimbursement for these services and activities will be conducted as follows:

●Each School district or Local Education Agency (LEA) which intends to draw down SBAC reimbursement must have an authorized interagency agreement with the Kentucky Department of Education (KDE), and participate in the SBAC uniform time study;

●If any changes are made to the proposed time study methodology which would result in an adjustment, the CMS-approved time study methodology will be applied retrospectively to any prior period costs and/or claims;

●The Department for Medicaid Services (DMS) has an interagency agreement with KDE to oversee administration of SBAC. DMS oversight includes claims, issuing financial policy, and review of KDE monitoring efforts.